

1 BILL NO. G-83-02-

*32 as amended*

2 GENERAL ORDINANCE NO. G-

*05-83*

3 AN ORDINANCE approving the Munici-  
4 pally Funded Low Cost Spay/Neuter  
Clinic Agreement.

5 WHEREAS, the Common Council has previously approved of  
6 the establishment of a Municipally Funded Low Cost Spay/Neuter  
7 Clinic;

8 WHEREAS, the Common Council has requested that a commi-  
9 ttee be formed for purposes of determining the best approach to  
10 the implementation of such a clinic;

11 WHEREAS, recommendations from the committee have been  
12 made to the Common Council.

13 WHEREAS, an Agreement encompassing such recommendations  
14 has been prepared;

15 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
16 OF THE CITY OF FORT WAYNE, INDIANA:

17 SECTION 1. The Municipally Funded Low Cost Spay/Neuter  
18 Clinic Agreement, attached hereto as a part hereof, is hereby  
19 approved in all respects and the Mayor and the Animal Control  
20 Commission are hereby empowered to execute same on behalf of the  
21 City. Two (2) copies of the Municipally Funded Low Cost Spay/  
22 Neuter Agreement are on file in the City Clerk's Office and are  
23 available for public inspection.

24 SECTION 2. That this Ordinance shall be in full force  
25 and effect from and after its passage and any and all necessary  
26 approval by the Mayor.

27  
28 *Janet G. Bradbury*  
Councilmember

29 APPROVED AS TO FORM  
30 AND LEGALITY

31 *B. O. Boxberger*

32 Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Bradbury,  
seconded by Talarico, and duly adopted, read the second time  
by title and referred to the Committee \_\_\_\_\_ (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 2-22-83

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Bradbury,  
seconded by Talarico, and duly adopted, placed on its  
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BRADBURY</u>	<u>X</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>X</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 3-8-83

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (~~ZONING MAP~~) (GENERAL) (~~ANNEXATION~~) (~~SPECIAL~~)  
(~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. 9-05-83  
on the 8th day of March, 1983.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Ray A. Ebert  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 9th day of March, 1983, at the hour of  
2:00 o'clock PM, E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 11th day of March  
1983, at the hour of 9 o'clock A M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR



MUNICIPALLY FUNDED LOW COST

SPAY/NEUTER CLINIC AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between the City of Fort Wayne, through its Animal Control Commission, hereinafter referred to as City, and Emergency Animal Clinic, 1313 Broadway, Fort Wayne, Indiana, hereinafter referred to as EAC.

W I T N E S S E T H :

WHEREAS, in August of 1982 the Common Council authorized the establishment of a Municipally Funded Low Cost Spay/Neuter Clinic and Council then requested the formation of a committee that would suggest the best approach with respect to the commencement of the Clinic's operations;

WHEREAS, the Committee has made its recommendations and this Agreement encompasses same.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. EAC hereby agrees to operate a Spay/Neuter Clinic and the City agrees to provide funding for same, all pursuant to the terms and conditions hereof.
2. The Spay/Neuter Clinic shall be operated by EAC at 1313 Broadway, Fort Wayne, Indiana as follows: from 7:00 A.M. to 5:00 P.M. Tuesday through Friday and 7:00 A.M. to Noon on Saturdays and by appointments as agreed to by EAC.
3. All persons bringing an animal to the Clinic to be altered will be required to sign a release of liability form, releasing the City and EAC, before any surgery is performed. Also, vaccinations will be required for surgery unless an individual



signs a release form absolving the City and EAC of liability to perform a surgery without the required vaccination. Individuals will be charged as follows:

- A. City resident: dog or cat OVH - Twenty Dollars (\$20.00); dog or cat castration, Fifteen Dollars (\$15.00).
- B. Non-City residents: dog or cat OVH Twenty-Five Dollars (\$25.00); and dog or cat castration Twenty Dollars (\$20.00).
- C. In addition, all individuals will be charged Five Dollars (\$5.00) for each twenty-four hours (24) for any animals kept after clinic hours.

In addition to the services to be performed in this paragraph 3, tattooing will be done at no extra cost on all dogs and the City will provide the necessary forms and a record keeping system for same.

4. Two (2) registered veterinary technicians will be hired by the EAC to assist with the surgeries hereunder and the City will pay the EAC the sum of Two Thousand Dollars (\$2,000.00) per month to cover the costs of these two technicians. Furthermore, the EAC will be paid by the City for the period or periods that a veterinarian is on duty performing surgery hereunder or immediate post operative care at the rate of Fifteen Dollars (\$15.00) an hour.

In addition, the City will pay EAC the sum of Fourteen Hundred Dollars (\$1,400.00) per month to cover expenses of EAC such as rent, equipment replacements, one half of maintenance and repairs, utilities, a phone line with yellow page listing, and one half of insurance costs.



Furthermore, the City will pay EAC the sum of Four Dollars and Seventy Cents (\$4.70) per procedure performed hereunder to cover disposable costs.

5. To facilitate the operations hereunder the City shall be responsible for the purchase of one half of the necessary equipment to be used in the Spay/Neuter Clinic. The City will also be responsible for remodeling costs not to exceed Six Thousand Dollars (\$6,000.00) for a ward and inside runs to house up to twenty (20) animals.

6. EAC will provide a weekly report to the executive director of the City Animal Control Department with respect to services to be provided hereunder. A health card with the identification number of each animal neutered shall, also be provided by EAC to the City Animal Control Department for follow up and record keeping purposes. In addition, the City shall have the right to inspect and or request any and all other records of EAC associated with the performance of this Agreement.

The Executive Director of the City Animal Control Department shall compile all information received and make a monthly report to the Animal Control Commission.

A copy of all reports dealing with the financial operations of EAC hereunder shall also be provided to the City Controller.

7. All income generated from the operation of the Clinic hereunder, except for board charges, will be paid to the Civil City of Fort Wayne in intervals as determined appropriate by the City Controller.

8. Certain projections and representations as to the anticipated income, expenses, and necessary equipment of the Clinic



have been made by EAC. Accordingly, attached hereto as Exhibits A, B, and C are such representations, which shall serve as a guideline of the financial operations and needs of the Clinic.

9. This Agreement shall be in full force and effect for a period of one year from date hereunder. After the one-year period, this Agreement may be renewed upon mutual Agreement of the parties hereto.

10. All work to be performed by EAC and its personnel and contractors shall be done in a professional manner and EAC may not assign this Agreement or any part hereof.

11. EAC represents and warrants that it has full and complete authority to enter into this Agreement.

12. The equipment purchased hereunder by the City shall be the property of the City for a period of six (6) years. Thus, if this Agreement is not in effect for at least six (6) years (through renewals or otherwise), then upon termination of the Agreement before the end of six (6) years, all equipment purchased by the City shall be returned to the City. If this Agreement is in effect, by renewal or otherwise, for longer than six (6) years from date hereof, then title to such equipment purchased by the City shall pass to EAC. The EAC shall not encumber or pledge such equipment as purchased by the City for a period of six (6) years from date hereof and all of such equipment shall be kept at the Clinic's operations.

Remodeling costs paid by the City hereunder shall be repaid to the City by EAC as follows: If this Agreement is not renewed by the EAC after the initial one (1) year period then the entire

Six Thousand Dollars (\$6,000.00) shall be repaid to the City in monthly installments of One Hundred Dollars (\$100.00) each and every month until paid in full. If the Agreement is renewed after the one (1) year term then for each such year of renewal the amount to be repaid by the EAC to the City shall be reduced by One Thousand Dollars (\$1,000.00) and upon termination by the EAC shall be repayable by the EAC to the City in One Hundred Dollar (\$100.00) monthly installments.

13. This Agreement shall be construed in accordance with and is subject to the laws of the State of Indiana and any action of Council necessary for appropriation and payment of sums by the City hereunder.

IN WITNESS WHEREOF, this Agreement has been signed and made effective, this \_\_\_\_\_ day of \_\_\_\_\_, 1983 first above written.

CITY OF FORT WAYNE

EAC

\_\_\_\_\_  
Winfield C. Moses, Jr., Mayor

ANIMAL CONTROL COMMISSION

\_\_\_\_\_  
President, David Avery

THIS AGREEMENT APPROVED AS  
TO FORM AND LEGALITY

\_\_\_\_\_  
Bruce O. Boxberger, City Attorney



8. Reports: The clinic would give a weekly report to the Executive Director of the Animal Control Department. That person would in turn compile all information and make a monthly report to the Humane Commission. A health care sheet with identification number of each animal neutered would be given to the Department of Animal Control for follow-up and record keeping.

9. Procedures: All persons bringing an animal to the clinic to be altered would be required to sign a release of liability form before the surgery is performed. All surgeries would be paid for in cash. No credit cards and no checks would be accepted.

10. Renewal or termination of agreement: This agreement would be for one year with a review of 1. Fees charged, 2. The amount the city contributes to the EAC for the wages of the staff, 3. The monthly amount received by the EAC for utilities, on an annual basis on the anniversary date of the agreement. Any other areas may be discussed if mutually agreed to by each party in writing 30 days prior to the meeting. This agreement is renewable annually as long as each party concurs.

11. Projected Income and Expenses: A projection of income and expenses was done based on a survey of procedures done the last 2 years at the EAC spay/neuter clinic.

557 total procedures were performed

192 dogs were spayed

178 cats were spayed = 67% of the total procedures

83 dogs were castrated = 14.65% of the total procedures

104 cats were castrated = 18.35% of the total procedures

A. Income and expenses based on 10 procedures a day: 250 DAYS = 2500

Income: 2500 x \$18.32 (OVH \$20 and Castration \$15) = \$45,800.00  
2500 x \$21.53 (OVH \$25, Cast. \$18 and \$12) = \$53,825.00

Expenses: Fixed costs: \$1400.00 x 12 months = \$16,800.00  
Prof. costs: \$16,115.00  
Lay staff: \$24,000.00  
Variable costs at \$4.70/procedure \$11,750.00  
Total costs: \$68,665.00

B. Income and expenses based on 15 procedures a day:

Income: 3750 x \$18.32 (OVH \$20 and Castration \$15) = \$68,700.00  
3750 x \$21.53 (OVH \$25, Cast. \$18 and \$12) = \$80,737.50

Expenses: Fixed costs: \$16,000.00  
Prof. costs: \$24,002.50  
Lay staff: \$24,000.00  
Variable costs at \$4.70/procedure \$17,625.00  
Total costs: \$81,627.00

C. Income and expenses based on 20 procedures a day:

Income: 5000 x \$18.32 (OVH \$20 and Castration \$15) = \$91,000.00  
5000 x \$21.53 (OVH \$25, Cast. \$18 and \$12) = \$107,650.00

Expenses: Fixed costs: \$16,000.00  
Prof. costs: \$32,230.00  
Lay staff: \$24,000.00  
Variable costs at \$4.70/procedure \$23,500.00  
Total costs: \$95,730.00

*def 734 start of this*



Next we would like to provide the details for item 7 in the December 16 proposal. We would refer you to the 12 month income and expense statement for the Emergency Clinic ending March 31, 1982. We would first like to review how the \$1400.00 per month was determined. The rent for 1982-83 was \$1100.00 per month and for 1983-84 it will be \$1200.00 per month (the building contains 3200 sq. ft. so that 1200 dollars per month translates into \$4.50 per sq. ft. per year). There can be no guarantees but it would appear that with a combination of both used and new equipment that the EAC and the city would have invested in equipment about \$8200.00 each. We are proposing to maintain and replace as needed all of the equipment-\$16400.00. It is usually felt that a 7 year life expectancy can be assigned to this kind of equipment. Thus it would be necessary to put aside \$200.00 per month. Maintenance and repairs have been running about \$4800.00 per year or \$400.00 per month. The utilities in 1981-82 were \$3466.38. This is with the back 1/3 of the building kept at 50 degrees and watching all the utilities very carefully. Since March 1982 the electric rates are up 6% and natural gas which is used for heating is up 25%. Utilities will be closed to double with the expanded operation. Attached is a current phone bill. With a yellow page listing a single business line is \$82.30/month. Professional liability and business insurance is \$67.43/month. If costs are to be shared by the EAC and the city:

1/2 of the rent	\$600.00
Depreciation equip.	\$200.00
1/2 maintenance-repairs	\$200.00
Utilities	\$288.87
Phone line	\$ 82.30
1/2 of insurance	\$ 33.72
Total per month	\$ 1405.09

General Telephone Company of Indiana, Inc.  
PO 2300 FORT WAYNE IN 46801

NOV 16 1982 FORT WAYNE 426-1062

EMRNCY ANIMAL CLNC  
1313 BROADWAY  
FORT WAYNE IN 46802  
PREVIOUS BILL  
PAYMENT 10/29  
158.33  
158.33CR

NOV 16 LOCAL SERVICE TO DEC 16-82 108.30

ADVERTISING FOR NOV  
FT WN E ALLEN MAY 82 DIRECTORY 3.95  
FORT WAYNE MAY 82 DIRECTORY 23.50  
FT WN NORTH MAY 82 DIRECTORY 4.10

DATE CALLS TO TELEPHONE # MIN CPT FROM TIME  
OCT15 AUBURN IN 219-925-0614 1 421 521PM  
OCT18 FORT WAYNE IN 219-396-2250 2 324 LAUD IN 7 PM  
OCT21 LAUD IN 219-396-2473 2 431 756AM  
.21  
1.35  
.21

TOTAL LONG DISTANCE CHARGES 1.77

CALLS BILLED TO 424-5982

DATE CALLS TO TELEPHONE # MIN CPT FROM TIME  
OCT16 POKAGON IN 219-833-3134 3 431 859AM  
OCT17 BEDFORD MA 617-275-0230 5 431 205PM  
OCT28 LAUD IN 219-396-2775 8 431 735AM  
.39  
.93  
.72

TOTAL LONG DISTANCE CHARGES 2.04

1.00% FEDERAL EXCISE TAX ON 112.11 1.12  
4.00% STATE TAX ON 101.66 4.07

790511 PLEASE PAY BEFORE DEC 03  
2313 2 IF MAILING PAYMENT, ALLOW FIVE DAYS AMOUNT DUE 148.85

GTE



a. Examination . . . . .	\$ 4044.00	\$ 5851.40
b. Injection . . . . .	364.00	10156.00
c. Fluids . . . . .	336.00	5505.00
d. Medicine . . . . .	424.80	5490.90
e. Anesthetic . . . . .	99.00	2608.00
f. Surgery . . . . .	560.00	7401.00
g. Hospitalization . . . . .	522.00	5702.00
h. X-Ray . . . . .	106.00	3261.50
i. Laboratory . . . . .	69.00	1815.50
j. Other . . . . .	352.00	3302.00
k. Spay & Neuter . . . . .	683.00	4176.00
Total . . . . .	\$ 8239.80	\$ 107980.90

500 Fees-Veterinary Services . . . . .	\$ 7275.30	\$ 90744.90
510 Fees - Other Services . . . . .	10.00	162.00
515 Received on Account . . . . .	1156.43	12079.82
520 Interest Income . . . . .	—	2.19
TOTAL INCOME . . . . .	\$ 8441.73	\$ 102988.91

\$ 102988.91

# OPERATING EXPENSES

600 Salaries - Officers . . . . .	\$ 700.00	\$ 1400.00
602 Salaries - Others . . . . .	5102.95	52866.14
604 Advertising . . . . .	—	—
606 Automobile Expense . . . . .	80.00	660.32
608 Bank Service Charge . . . . .	29.34	402.04
610 Conventions & Meetings . . . . .	—	25.44
612 Depreciation . . . . .	—	—
614 Donations . . . . .	—	75.00
616 Drugs & Supplies . . . . .	1454.23	15903.09
618 Dues & Subscriptions . . . . .	25.00	114.52
620 Insurance - Officers . . . . .	—	202.93
622 Insurance - Other . . . . .	—	809.20
624 Insurance - Medical . . . . .	—	543.10
626 Lab Expense . . . . .	—	9.00
628 Licenses . . . . .	—	—
630 Medical Reimbursement . . . . .	—	10.00
632 Misc. Expense . . . . .	—	—
634 Non-Comp agreement . . . . .	—	—
636 Office Supplies . . . . .	242.61	2679.49
638 Outside Services . . . . .	31.83	334.95
640 Postage . . . . .	40.00	354.13
644 Professional Service . . . . .	155.25	3736.54
646 Rent . . . . .	2000.00	12000.00
648 Repairs & Maintenance . . . . .	469.19	4989.61
650 Small Tool Expense . . . . .	103.97	213.97
652 Taxes-Employer portion/FICA . . . . .	383.82	3615.23
654 Taxes-Fed. & State Unemploy. . . . .	—	247.69
657 Taxes - Sales . . . . .	—	332.16
658 Telephone . . . . .	322.35	1463.78
660 Travel & Entertainment . . . . .	—	—
661 Uniforms . . . . .	—	191.29
662 Utilities . . . . .	522.03	3466.38

Total . . . . . \$ 11668.57

\$ 106706.40

\$ 106706.40

Net Profit From Operation

Loss (\$ 3717.49)



Secondly, we would like to review how the per procedure was determined.

	<u>cat castration</u>	<u>dog castration</u>	<u>Ave. dog or cat spay</u>
Forms:	0.12	0.12	0.12
Receipt:	0.08	0.08	0.08
Postage:	0.20	0.20	0.20
Hand towel:	N/A	0.01	0.01
Prep. material			
and supplies:	0.02	0.05	0.05
Syringe, needle,			
& preanesthetic:	0.16	0.20	0.34
Syringe, needle,			
& anesthetic:	0.25	0.32	0.57
Oxygen and			
gas anesthetic:	N/A	0.75	1.25
Sponges 2x2's:	N/A	0.20	0.40
Cap:	N/A	N/C	N/C
Mask:	N/A	0.03	0.03
Gown: (Use 4 times)	N/A	0.70	0.70
Gloves: (Use 2X)	N/A	0.35	0.35
Suture mat.:	N/A	0.25	1.00
Needle: (Use 4X)	N/A	0.12	0.12
Drape: (Use 2X)	N/A	0.40	0.40
Cage pad: (Use 80X)	0.10	0.10	0.10
Ligation clamps:	0.70	N/A	N/A
	<u>\$1.63</u>	<u>\$3.88</u>	<u>\$5.72</u>

This works out to \$4.70 per procedure.



# EXHIBIT C

A. Equipment: The prices listed are for new equipment. Used equipment of good quality and Ok'd by EAC

1. Surgery table .....	\$ 706.00
2. Anesthetic machine.....	2,500.00
a. Tanks, hoses, and suppliment systems	500.00
3. Cages (10 additional to give capacity of 20).....	2,400.00
4. Surgery packs	
a. OVH packs (7).....	2,546.00
b. Castration packs (3).....	875.00
5. Autoclave .....	2,075.00
6. Ultrasonic cleaner.....	360.00
7. Tattoo equipment .....	150.00
8. Cold Sterilization trays.....	178.00

B. Remodeling for Wards & Runs (estimate) 12,790.00  
6,000.00  
\$ 18,790.00

Since there has been a concern expressed by several of the Committee members about the loss of money invested by the city in equipment and remodeling costs, I would suggest that the city retain title to the equipment and lease it to the EAC for \$1.00 a year. If at any time prior to 6 years the agreement is terminated, the equipment would be retained by the city. After 6 years the equipment would become the property of the EAC. Our proposal states new prices on all of the equipment but if good used equipment can be purchased then it will be !

The remodeling expense of up to an estimated \$6,000.00 will be handled in the following way:

If the EAC terminates the cooperative agreement after the first year it will be necessary for the EAC to repay the \$6,000.00 as an interest free loan at the rate of \$100.00 per month for 60 months. At each annual anniversary date there will be a decrease of \$1,000.00 in the amount the EAC would repay the city on the remodeling expense if the EAC should terminate the agreement. After 6 years the EAC would have no financial requirements to repay any remodeling expense. If the city terminates the cooperative agreement, the city would receive no payment for any remodeling expenses.



BILL NO. G-83-02-32 (60 amended)

REPORT OF THE COMMITTEE ON ANNEXATION

WE, YOUR COMMITTEE ON ANNEXATION TO WHOM WAS REFERRED AN  
ORDINANCE approving the Municipally Funded Low Cost Spay/Neuter  
Clinic Agreement

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

JANET G. BRADBURY, CHAIRMAN

SAMUEL J. TALARICO, VICE CHAIRMAN

JAMES S. STIER

PAUL M. BURNS

DONALD J. SCHMIDT

DATE

3-8-83

CONCURRED IN

CHARLES W. BURNS


21712





# The City of Fort Wayne

February 22, 1983

To: Janet Bradbury  
From: Frank W. Heyman   
Subject: Spay/Neuter Clinic Agreement

The contract which is part of Ordinance G-83-02-32 has two or three minor corrections which are needed. On page 2 of the contract, in paragraph 4, the veterinary technicians will only "assist with" the surgeries. They will not "handle" the surgeries. Therefore, the first sentence in paragraph 4 should read: "two (2) registered veterinary technicians will be hired by the EAC to assist with the surgeries hereunder..."

On page 3, in paragraph 5, the last sentence, the word "walk" should read "ward".

On pages 4 and 5, the section relating to remodeling costs should indicate that any repayment by the EAC will occur only if the terms of the agreement are not renewed by EAC. If the City collects not to renew the contract, then the EAC would not be obligated to repay the City for the remodeling costs incurred. Therefore, in the first sentence of the last paragraph on page 4, after the word "renewed", the words "by the EAC" should be inserted. Also, on page 5, in the last sentence of the first paragraph, after the word "termination", the words "by the EAC" should be inserted.

cc: Bruce O. Boxberger  
City Council Members



MUNICIPALLY FUNDED LOW COST  
SPAY/NEUTER CLINIC AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between the City of Fort Wayne, through its Animal Control Commission, hereinafter referred to as City, and Emergency Animal Clinic, 1313 Broadway, Fort Wayne, Indiana, hereinafter referred to as EAC.

W I T N E S S E T H :

WHEREAS, in August of 1982 the Common Council authorized the establishment of a Municipally Funded Low Cost Spay/Neuter Clinic and Council then requested the formation of a committee that would suggest the best approach with respect to the commencement of the Clinic's operations;

WHEREAS, the Committee has made its recommendations and this Agreement encompasses same.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

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2. The Spay/Neuter Clinic shall be operated by EAC at 1313 Broadway, Fort Wayne, Indiana as follows: from 7:00 A.M. to 5:00 P.M. Tuesday through Friday and 7:00 A.M. to Noon on Saturdays and by appointments as agreed to by EAC.

3. All persons bringing an animal to the Clinic to be altered will be required to sign a release of liability form, releasing the City and EAC, before any surgery is performed. Also, vaccinations will be required for surgery unless an individual



signs a release form absolving the City and EAC of liability to perform a surgery without the required vaccination. Individuals will be charged as follows:

- A. City resident: dog or cat OVH - Twenty Dollars (\$20.00); dog or cat castration, Fifteen Dollars (\$15.00).
- B. Non-City residents: dog or cat OVH Twenty-Five Dollars (\$25.00); and dog or cat castration Twenty Dollars (\$20.00).
- C. In addition, all individuals will be charged Five Dollars (\$5.00) for each twenty-four hours (24) for any animals kept after clinic hours.

In addition to the services to be performed in this paragraph 3, tattooing will be done at no extra cost on all dogs and the City will provide the necessary forms and a record keeping system for same.

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In addition, the City will pay EAC the sum of Fourteen Hundred Dollars (\$1,400.00) per month to cover expenses of EAC such as rent, equipment replacements, one half of maintenance and repairs, utilities, a phone line with yellow page listing, and one half of insurance costs.



Furthermore, the City will pay EAC the sum of Four Dollars and Seventy Cents (\$4.70) per procedure performed hereunder to cover disposable costs.

5. To facilitate the operations hereunder the City shall be responsible for the purchase of one half of the necessary equipment to be used in the Spay/Neuter Clinic. The City will also be responsible for remodeling costs not to exceed Six Thousand Dollars (\$6,000.00) for a walk and inside runs to house up to twenty (20) animals.

6. EAC will provide a weekly report to the executive director of the City Animal Control Department with respect to services to be provided hereunder. A health card with the identification number of each animal neutered shall, also be provided by EAC to the City Animal Control Department for follow up and record keeping purposes. In addition, the City shall have the right to inspect and or request any and all other records of EAC associated with the performance of this Agreement.

The Executive Director of the City Animal Control Department shall compile all information received and make a monthly report to the Animal Control Commission.

A copy of all reports dealing with the financial operations of EAC hereunder shall also be provided to the City Controller.

7. All income generated from the operation of the Clinic hereunder, except for board charges, will be paid to the Civil City of Fort Wayne in intervals as determined appropriate by the City Controller.

8. Certain projections and representations as to the anticipated income, expenses, and necessary equipment of the Clinic



have been made by EAC. Accordingly, attached hereto as Exhibits A, B, and C are such representations, which shall serve as a guideline of the financial operations and needs of the Clinic.

9. This Agreement shall be in full force and effect for a period of one year from date hereunder. After the one-year period, this Agreement may be renewed upon mutual Agreement of the parties hereto.

10. All work to be performed by EAC and its personnel and contractors shall be done in a professional manner and EAC may not assign this Agreement or any part hereof.

11. EAC represents and warrants that it has full and complete authority to enter into this Agreement.

12. The equipment purchased hereunder by the City shall be the property of the City for a period of six (6) years. Thus, if this Agreement is not in effect for at least six (6) years (through renewals or otherwise), then upon termination of the Agreement before the end of six (6) years, all equipment purchased by the City shall be returned to the City. If this Agreement is in effect, by renewal or otherwise, for longer than six (6) years from date hereof, then title to such equipment purchased by the City shall pass to EAC. The EAC shall not encumber or pledge such equipment as purchased by the City for a period of six (6) years from date hereof and all of such equipment shall be kept at the Clinic's operations.

Remodeling costs paid by the City hereunder shall be repaid to the City by EAC as follows: If this Agreement is not renewed after the initial one (1) year period then the entire



Six Thousand Dollars (\$6,000.00) shall be repaid to the City in monthly installments of One Hundred Dollars (\$100.00) each and every month until paid in full. If the Agreement is renewed after the one (1) year term then for each such year of renewal the amount to be repaid by the EAC to the City shall be reduced by One Thousand Dollars (\$1,000.00) and upon termination shall be repayable by the EAC to the City in One Hundred Dollar (\$100.00) monthly installments.

13. This Agreement shall be construed in accordance with and is subject to the laws of the State of Indiana and any action of Council necessary for appropriation and payment of sums by the City hereunder.

IN WITNESS WHEREOF, this Agreement has been signed and made effective, this \_\_\_\_\_ day of \_\_\_\_\_, 1983 first above written.

CITY OF FORT WAYNE

EAC

\_\_\_\_\_  
Winfield C. Moses, Jr., Mayor

\_\_\_\_\_

ANIMAL CONTROL COMMISSION

\_\_\_\_\_  
President, David Avery

THIS AGREEMENT APPROVED AS  
TO FORM AND LEGALITY

\_\_\_\_\_  
Bruce O. Boxberger, City Attorney



8. Reports: The clinic would give a weekly report to the Executive Director of the Animal Control Department. That person would in turn compile all information and make a monthly report to the Humane Commission. A health care sheet with identification number of each animal neutered would be given to the Department of Animal Control for follow-up and record keeping.

9. Procedures: All persons bringing an animal to the clinic to be altered would be required to sign a release of liability form before the surgery is performed. All surgeries would be paid for in cash. No credit cards and no checks would be accepted.

10. Renewal or termination of agreement: This agreement would be for one year with a review of 1. Fees charged, 2. The amount the city contributes to the EAC for the wages of the staff, 3. The monthly amount received by the EAC for utilities, on an annual basis on the anniversary date of the agreement. Any other areas may be discussed if mutually agreed to by each party in writing 30 days prior to the meeting. This agreement is renewable annually as long as each party concurs.

11. Projected Income and Expenses: A projection of income and expenses was done based on a survey of procedures done the last 2 years at the EAC spay/neuter clinic.

557 total procedures were performed

192 dogs were spayed

178 cats were spayed = 67% of the total procedures

83 dogs were castrated = 14.65% of the total procedures

104 cats were castrated = 18.35% of the total procedures

A. Income and expenses based on 10 procedures a day: 250 DAYS = 2500

Income: 2500 x \$18.32 (OVH \$20 and Castration \$15) = \$45,800.00  
2500 x \$21.53 (OVH \$25, Cast. \$18 and \$12) = \$53,825.00

Expenses: Fixed costs: \$1400.00 x 12 months = \$16,800.00  
Prof. costs: \$16,115.00  
Lay staff: \$24,000.00  
Variable costs at \$4.70/procedure \$11,750.00  
Total costs: \$68,665.00

B. Income and expenses based on 15 procedures a day:

Income: 3750 x \$18.32 (OVH \$20 and Castration \$15) = \$68,700.00  
3750 x \$21.53 (OVH \$25, Cast. \$18 and \$12) = \$80,737.50

Expenses: Fixed costs: \$16,000.00  
Prof. costs: \$24,002.50  
Lay staff: \$24,000.00  
Variable costs at \$4.70/procedure \$17,625.00  
Total costs: \$81,627.00

C. Income and expenses based on 20 procedures a day:

Income: 5000 x \$18.32 (OVH \$20 and Castration \$15) = \$91,000.00  
5000 x \$21.53 (OVH \$25, Cast. \$18 and \$12) = \$107,650.00

Expenses: Fixed costs: \$16,000.00  
Prof. costs: \$32,230.00  
Lay staff: \$24,000.00  
Variable costs at \$4.70/procedure \$23,500.00  
Total costs: \$95,730.00

*Net 23K  
plus start of*



Next we would like to provide the details for item 7 in the December 16 proposal. We would refer you to the 12 month income and expense statement for the Emergency Clinic ending March 31, 1982. We would first like to review how the \$1400.00 per month was determined. The rent for 1982-83 was \$1100.00 per month and for 1983-84 it will be \$1200.00 per month (the building contains 3200 sq. ft. so that 1200 dollars per month translates into \$4.50 per sq. ft. per year). There can be no guarantees but it would appear that with a combination of both used and new equipment that the EAC and the city would have invested in equipment about \$8200.00 each. We are proposing to maintain and replace as needed all of the equipment-\$16400.00. It is usually felt that a 7 year life expectancy can be assigned to this kind of equipment. Thus it would be necessary to put aside \$200.00 per month. Maintenance and repairs have been running about \$4800.00 per year or \$400.00 per month. The utilities in 1981-82 were \$3466.38. This is with the back 1/3 of the building kept at 50 degrees and watching all the utilities very carefully. Since March 1982 the electric rates are up 6% and natural gas which is used for heating is up 25%. Utilities will be closed to double with the expanded operation. Attached is a current phone bill. With a yellow page listing a single business line is \$82.30/month. Professional liability and business insurance is \$67.43/month. If costs are to be shared by the EAC and the city :

1/2 of the rent	\$600.00
Depreciation equip.	\$200.00
1/2 maintenance-repairs	\$200.00
Utilities	\$288.87
Phone line	\$ 82.30
1/2 of insurance	\$ 33.72
Total per month	\$ 1405.09

General Telephone Company of Indiana, Inc.  
 PD 2300 FORT WAYNE IN 46801

NOV 16 1982 FORT WAYNE 426-1062

EMRNCY ANIMAL CLNC  
 1313 BROADWAY  
 FORT WAYNE IN 46802 PREVIOUS BILL 158.33  
 PAYMENT 10/29 158.33CR

NOV 16 LOCAL SERVICE TO DEC 16-82 108.30

ADVERTISING FOR NOV  
 FT WN E ALLEN MAY 82 DIRECTORY 3.95  
 FORT WAYNE MAY 82 DIRECTORY 23.50  
 FT WN NORTH MAY 82 DIRECTORY 4.10

DATE	CALLS TO	TELEPHONE #	MIN	CPT	FROM	TIME	
OCT15	AUBURN	IN 219-925-0614	1	421		521PM	.21
OCT18	FORT WAYNE	IN 219-396-2250	2	324	LAUD	7 PM	1.35
OCT21	LAUD	IN 219-396-2473	2	431		756AM	.21

TOTAL LONG DISTANCE CHARGES 1.77

CALLS BILLED TO 424-5982

DATE	CALLS TO	TELEPHONE #	MIN	CPT	FROM	TIME	
OCT16	POKAGON	IN 219-833-3134	3	431		859AM	.39
OCT17	BEDFORD MA	617-275-0230	5	431		205PM	.93
OCT28	LAUD	IN 219-396-2775	8	431		735AM	.72

TOTAL LONG DISTANCE CHARGES 2.04

1.00% FEDERAL EXCISE TAX	ON	112.11	1.12
4.00% STATE TAX	ON	101.66	4.07

790511 PLEASE PAY BEFORE DEC 03  
 2313 2 IF MAILING PAYMENT, ALLOW FIVE DAYS AMOUNT DUE 148.85

NOTE: IF YOU ARE A NEW CUSTOMER, YOU MUST PREPAY YOUR BILL.



a.	Examination . . . . .	\$ 4224.00	\$ 5351.40	
b.	Injection . . . . .	414.00	10156.00	
c.	Fluids . . . . .	336.00	5505.00	
d.	Medicine . . . . .	424.80	5490.90	
e.	Anesthetic . . . . .	99.00	2603.00	
f.	Surgery . . . . .	560.00	7401.00	
g.	Hospitalization . . . . .	522.00	5702.00	
h.	X-Ray . . . . .	106.00	3261.50	
i.	Laboratory . . . . .	69.00	1815.00	
j.	Other . . . . .	352.00	3302.00	
k.	Spay & Neuter . . . . .	683.00	4176.00	
	Total . . . . .	\$ 8239.80	\$ 107930.90	
500	Fees-Veterinary Services . . . . .	\$ 7275.30	\$ 90744.90	
510	Fees - Other Services . . . . .	10.00	162.00	
515	Received on Account . . . . .	1156.43	12079.32	
520	Interest Income . . . . .	—	2.19	
	TOTAL INCOME . . . . .	\$ 8441.73	\$ 102933.91	\$ 102933.91

#### OPERATING EXPENSES

600	Salaries - Officers . . . . .	\$ 700.00	\$ 1400.00	
602	Salaries - Others . . . . .	5102.95	52866.14	
604	Advertising . . . . .	—	—	
606	Automobile Expense . . . . .	80.00	660.32	
608	Bank Service Charge . . . . .	29.84	402.04	
610	Conventions & Meetings . . . . .	—	25.44	
612	Depreciation . . . . .	—	—	
614	Donations . . . . .	—	75.00	
616	Drugs & Supplies . . . . .	1454.23	15903.09	
618	Dues & Subscriptions . . . . .	35.00	114.52	
620	Insurance - Officers . . . . .	—	302.98	
622	Insurance - Other . . . . .	—	809.20	
624	Insurance - Medical . . . . .	—	543.10	
626	Lab Expense . . . . .	—	9.00	
628	Licenses . . . . .	—	—	
630	Medical Reimbursement . . . . .	—	10.00	
632	Misc. Expense . . . . .	—	—	
634	Non-Comp agreement . . . . .	—	—	
636	Office Supplies . . . . .	242.61	2679.49	
638	Outside Services . . . . .	31.83	334.95	
640	Postage . . . . .	40.00	354.13	
644	Professional Service . . . . .	155.25	3736.84	
646	Rent . . . . .	2000.00	12000.00	
648	Repairs & Maintenance . . . . .	469.69	4989.61	
650	Small Tool Expense . . . . .	103.97	213.97	
652	Taxes-Employer portion/FICA . . . . .	383.82	3615.23	
654	Taxes-Fed. & State Unemploy. . . . .	—	247.69	
657	Taxes - Sales . . . . .	—	332.16	
658	Telephone . . . . .	322.35	1463.78	
660	Travel & Entertainment . . . . .	—	—	
661	Uniforms . . . . .	—	191.29	
662	Utilities . . . . .	522.03	3446.33	
	Total . . . . .	\$ 11668.57	\$ 106706.40	\$ 106706.40
	Net Profit From Operation . . . . .		Loss	(6,271.10)



## EXHIBIT B

Secondly, we would like to review how the per procedure was determined.

	<u>cat castration</u>	<u>dog castration</u>	<u>Ave. dog or cat spay</u>
Forms:	0.12	0.12	0.12
Receipt:	0.08	0.08	0.08
Postage:	0.20	0.20	0.20
Hand towel:	N/A	0.01	0.01
Prep. material and supplies:	0.02	0.05	0.05
Syringe, needle, & preanesthetic:	0.16	0.20	0.34
Syringe, needle, & anesthetic:	0.25	0.32	0.57
Oxygen and gas anesthetic:	N/A	0.75	1.25
Sponges 2x2's:	N/A	0.20	0.40
Cap:	N/A	N/C	N/C
Mask:	N/A	0.03	0.03
Gown: (Use 4 times)	N/A	0.70	0.70
Gloves: (Use 2X)	N/A	0.35	0.35
Suture mat.:	N/A	0.25	1.00
Needle: (Use 4X)	N/A	0.12	0.12
Drape: (Use 2X)	N/A	0.40	0.40
Cage pad: (Use 80X)	0.10	0.10	0.10
Ligation clamps:	0.70	N/A	N/A
	<u>\$1.63</u>	<u>\$3.88</u>	<u>\$5.72</u>

This works out to \$4.70 per procedure.



# EXHIBIT C

A. Equipment: The prices listed are for new equipment. Used equipment of good quality and Ok'd by EAC

1. Surgery table .....	\$ 706.00
2. Anesthetic machine.....	2,500.00
a. Tanks, hoses, and suppliment systems	500.00
3. Cages (10 additional to give capacity of 20).....	2,400.00
4. Surgery packs	
a. OVH packs (7).....	2,546.00
b. Castration packs (3).....	875.00
5. Autoclave .....	2,075.00
6. Ultrasonic cleaner.....	360.00
7. Tattoo equipment .....	150.00
8. Cold Sterilization trays.....	178.00

B. Remodeling for Wards & Runs (estimate) 12,790.00  
6,000.00  
\$ 18,790.00

Since there has been a concern expressed by several of the Committee members about the loss of money invested by the city in equipment and remodeling costs, I would suggest that the city retain title to the equipment and lease it to the EAC for \$1.00 a year. If at any time prior to 6 years the agreement is terminated, the equipment would be retained by the city. After 6 years the equipment would become the property of the EAC. Our proposal states new prices on all of the equipment but if good used equipment can be purchased then it will be !

The remodeling expense of up to an estimated \$6,000.00 will be handled in the following way:

If the EAC terminates the cooperative agreement after the first year it will be necessary for the EAC to repay the \$6,000.00 as an interest free loan at the rate of \$100.00 per month for 60 months. At each annual anniversary date there will be a decrease of \$1,000.00 in the amount the EAC would repay the city on the remodeling expense if the EAC should terminate the agreement. After 6 years the EAC would have no financial requirements to repay any remodeling expense. If the city terminates the cooperative agreement, the city would receive no payment for any remodeling expenses.



Admn. Appr. \_\_\_\_\_

DIGEST SHEET*As amended*  
*Y-83-02-32*TITLE OF ORDINANCE Municipally Funded Low Cost Spay/Neuter ClinicDEPARTMENT REQUESTING ORDINANCE Law DepartmentSYNOPSIS OF ORDINANCE The establishment of a Municipally Funded  
Low Cost Spay/Neuter Clinic.EFFECT OF PASSAGE Low cost for individuals having their animals  
spayed or neutered. Reduction of the number of stray and un-  
wanted animals.EFFECT OF NON-PASSAGE Opposite of above.MONEY INVOLVED (Direct Costs, Expenditures, Savings) See Exhibit "A"

ASSIGNED TO COMMITTEE (J.N.) \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

*Brady*